

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

ANNA C GMBH & CO. KG AND  
CARISBROOKE SHIPPING, LTD.,  
Plaintiffs

VS.

AIRGAS SPECIALTY GASES, INC.,  
Defendant.

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C.A. NO. \_\_\_\_\_

Admiralty - Federal Rule 9(h)

**PLAINTIFFS' ORIGINAL COMPLAINT**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs Anna C GmbH & Co. KG ("Anna C") and Carisbrooke Shipping, Ltd. ("Carisbrooke") file their Original Complaint against Defendant Airgas Specialty Gases, Inc. ("Airgas") and for cause of action would show as follows:

**JURISDICTION**

1. This Court has admiralty jurisdiction under 28 U.S.C. § 1333. Plaintiffs designate this as an admiralty claim pursuant to Rule 9(h) of the Federal Rules of Civil Procedure.

**PARTIES AND SERVICE OF SUMMONS**

2. Plaintiff Anna C GmbH & Co. KG is a corporation organized under the laws of Germany.

3. Plaintiff Carisbrooke Shipping, Ltd. is a corporation organized under laws of England.

4. Defendant Airgas Specialty Gases, Inc. is a corporation organized under the laws of the State of Texas. Airgas may be served with process by way of its registered agent CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136.

## FACTS

5. This maritime claim involves the ocean carriage of nine (9) ISO tanks filled with approximately 146,079 kg of refrigerated liquid ethylene from the Port of Houston to Angola onboard the M/V UAL ANTWERP Voyage 752. The shipper-owned ISO tanks failed to contain the cargo of liquid ethylene during the voyage and caused an explosion and fire onboard the M/V UAL ANTWERP.

6. Plaintiff Anna C is the registered owner of the M/V UAL ANTWERP.

7. Plaintiff Carisbrooke Shipping, Ltd. is the disponent owner and time charterer of the M/V UAL ANTWERP.

8. Defendant Airgas owned the nine ISO tanks and the 146,079 kg of liquid ethylene described in Bill of Lading UALCHANT752C200 as the contract of carriage. A copy of Bill of Lading UALCHANT752C200 is attached to Plaintiffs' Complaint as Exhibit A.

9. Defendant Airgas, or an agent acting on its behalf, was responsible for the maintenance, inspection, repair, certification, and integrity of the ISO tanks.

10. Defendant Airgas, or an agent acting on its behalf, prepared the ISO tanks for shipment.

11. Defendant Airgas, or an agent acting on its behalf, filled the ISO tanks with liquid ethylene.

12. Defendant Airgas, or an agent acting on its behalf, tendered the ISO tanks filled with liquid ethylene to the M/V UAL ANTWERP.

13. On or about May 28, 2011, at the Port of Houston, the nine ISO tanks filled with liquid ethylene were loaded onboard the M/V UAL ANTWERP, and the vessel broke ground with the cargo onboard.

14. On or about June 25, 2011, while the M/V UAL ANTWERP was discharging cargo at Luanda, Angola, one or more of Defendant's ISO tanks failed causing a release of flammable ethylene gas which accumulated on the deck of the M/V UAL ANTWERP.

15. The accumulation of ethylene gas ignited causing an explosion and subsequent fire onboard the M/V UAL ANTWERP. The explosion and fire caused damage to the vessel and destroyed cargo onboard the vessel.

#### **BREACH OF A MARITIME CONTRACT**

16. Defendant Airgas warranted under the contract of carriage that its ISO tanks were fit for ocean carriage and in compliance with all applicable laws and regulations. As a condition of carriage, Defendant Airgas warranted that its hazardous and flammable cargo was contained in a manner to which would withstand the duration of the ocean voyage. Defendant Airgas breached its contract of carriage by tendering ISO tanks filled with a flammable cargo to the M/V UAL ANTWERP which were leaking, damaged, faulty, unfit for ocean transport, and otherwise not in compliance with international standards and regulations. Defendant Airgas is obligated to indemnify Plaintiffs against costs and expenses arising from its breach of the warranties made in forming the carriage contract.

#### **GENERAL MARITIME LAW NEGLIGENCE**

17. Defendant Airgas owed Plaintiffs a legal duty under general maritime law with respect to the shipment of ultra-hazardous and flammable cargo in shipper-owned ISO tanks. Plaintiffs will show that Defendant Airgas breached its duty owed to Plaintiffs and various acts and omissions on the part of Airgas caused damage to Plaintiffs.

#### **DAMAGES**

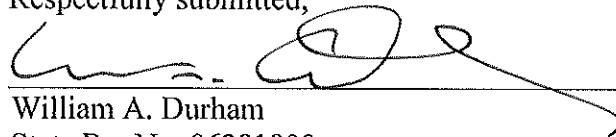
18. As a result of the breach of the contract of carriage by Airgas, and as a direct and proximate result of Defendant's negligence, Plaintiffs have sustained money damages of in

excess of \$5,300,000.00 representing cost to repair the M/V UAL ANTWERP, loss of hire, claims arising from the damage/destruction of cargo, firefighting, damage control, salvage costs and other expenses which remain unpaid and continue to accrue as of the filing of this suit.

**PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this honorable Court enter judgment against Defendant for the amount of Plaintiffs' claim including prejudgment interest, post-judgment interest, court costs, and all other relief as justice and equity allow.

Respectfully submitted,



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